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**Attorneys for Bank of New York Mellon as  
former trustee for the C-BASS Mortgage  
Loan Asset-Backed Certificates Series  
2005-CB4**

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

RONALD E. FREETO,

Plaintiff,

vs.

LIME FINANCIAL SERVICES, LTD, et al.

Defendants.

Case No. \_\_\_\_\_

**NOTICE OF REMOVAL**

**PLEASE TAKE NOTICE** that, pursuant to 28 U.S.C. §§ 1332, 1441 and 1446 defendant

<sup>1</sup> Motions for admission *pro hac vice* to be filed shortly.

1 Bank of New York Mellon<sup>2</sup> as former trustee for the C-BASS Mortgage Loan Asset-Backed  
2 Certificates Series 2005-CB4 (“BNY Mellon, as Former Trustee”), by its undersigned attorneys,  
3 hereby removes this action from the Second Judicial District Court of the State of Nevada in and  
4 for the County of Washoe (“State Court”) to the United States District Court for the District of  
5 Nevada. In support thereof, BNY Mellon, as Former Trustee states as follows:

6 1. BNY Mellon, as Former Trustee exercises its rights under the provisions of 28  
7 U.S.C. §§ 1332, 1441 and 1446 to remove this case from the State Court, where it is now pending  
8 under the name and style *Ronald E. Freeto v. Lime Financial Services, Ltd., Stewart Title of*  
9 *Northern Nevada, MERSCORP, Inc., Mortgage Electronic Registration Systems, Inc., Quality*  
10 *Loan Service Corporation, Litton Loan Servicing LP, Wilmington Trust Company, Bank of New*  
11 *York, JPMorgan Chase Bank, C-BASS Mortgage Loan Asset-Backed Certificates Series 2005-*  
12 *CB4 and Does 1-24 Corporations; and Roes 1-25 Individuals, partnerships or anyone claiming*  
13 *an interest in the property described in the action*, Civil Action No. CV09-03347 (“State Court  
14 Action”).

15 2. 28 U.S.C. § 1441(a) provides that “any civil action brought in a State court of  
16 which the district courts of the United States have original jurisdiction, may be removed by the  
17 defendant or the defendants, to the district court of the United States for the district and division  
18 embracing the place where such action is pending.”

19 3. This is a civil action that was instituted in the State Court, and has not been tried.  
20 Plaintiff Ronald E. Freeto (“Freeto” or “plaintiff”) filed his Complaint against defendants on or  
21 about November 17, 2009. A true and correct copy of the Complaint filed in the State Court is  
22 attached hereto as Exhibit A.

23 4. BNY Mellon, as Former Trustee first received the initial pleading setting forth the  
24 claims for relief upon which this action is based and the summons to respond thereto on or about  
25 November 24, 2009. A true and correct copy of the Summons received by BNY Mellon, as  
26 Former Trustee is attached hereto as Exhibit B.

27 5. As more fully set forth below, this case is properly removed to this Court because,  
28 <sup>2</sup> Improperly named in Complaint as “Bank of New York.”

1 among other reasons, this Court has subject matter jurisdiction over the case pursuant to 28  
2 U.S.C. § 1332(a) because: (a) this is a civil action between citizens of different states; and (b) the  
3 amount in controversy exceeds \$75,000.

4 **DIVERSITY JURISDICTION EXISTS PURSUANT TO 28 U.S.C. § 1332(a)**

5 **There Is Complete Diversity Of Citizenship Between Plaintiff And Defendants**

6 6. In determining whether complete diversity exists, the Court considers the  
7 citizenship of all “*properly joined*” parties. 28 U.S.C. § 1441(b) (emphasis added).

8 7. The Complaint alleges that Freeto owns and resides at the property located at 2128  
9 Roundhouse Road, Unit 2130, Sparks, Nevada 89431. *See, e.g.*, Complaint ¶¶ 15, 24. For  
10 purposes of diversity of citizenship under 28 U.S.C. § 1332, Freeto is a citizen of the State of  
11 Nevada.

12 8. BNY Mellon, as Former Trustee is a corporation organized under the laws of the  
13 State of Delaware with its principal place of business in the State of New York. For purposes of  
14 diversity of citizenship under 28 U.S.C. § 1332, BNY Mellon, as Former Trustee is a citizen of a  
15 state other than the State of Nevada. *See* 28 U.S.C. § 1332(c)(1).

16 9. Lime Financial Services, Ltd. (“Lime Financial”) is a corporation organized under  
17 the laws of the State of Oregon with its principal place of business in the State of Oregon. A  
18 “corporation shall be deemed to be a citizen of any State by which it has been incorporated and of  
19 the State where it has its principal place of business.” 28 U.S.C. § 1332(c)(1). For purposes of  
20 diversity of citizenship under 28 U.S.C. § 1332, Lime Financial is a citizen of a state other than  
21 the State of Nevada.

22 10. Defendants MERSCORP, Inc. (“MERSCORP”) and Mortgage Electronic  
23 Registration Systems, Inc. (“MERS”) are corporations organized under the laws of the State of  
24 Delaware, with their respective principal places of business in the Commonwealth of Virginia.  
25 For purposes of diversity of citizenship under 28 U.S.C. § 1332, MERSCORP and MERS are  
26 citizens of a state other than the State of Nevada. *See* 28 U.S.C. § 1332(c)(1).

27 11. Quality Loan Service Corporation (“Quality Loan”) is a corporation organized  
28

1 under the laws of the State of California with its principal place of business in the State of  
 2 California. For purposes of diversity of citizenship under 28 U.S.C. § 1332, Quality Loan is a  
 3 citizen of a state other than the State of Nevada. *See* 28 U.S.C. § 1332(c)(1).

4 12. Litton Loan Servicing LP (“Litton”)<sup>3</sup> is a Delaware limited partnership with its  
 5 principal place of business in Houston, Texas. For purposes of diversity of citizenship under 28  
 6 U.S.C. § 1332, the citizenship of an unincorporated entity, such as a limited partnership, is  
 7 determined by the citizenship of each of its partners. *Carden v. Arkoma Assoc.*, 494 U.S. 185,  
 8 195-96 (1990) (holding that, for the purpose of diversity jurisdiction, the citizenship of a limited  
 9 partnership is determined by the citizenship of each of the partners); *see also Provident Energy*  
 10 *Assoc. of Mont. v. Bullington*, 77 Fed. App’x 427, 428-29 (9th Cir. 2003). None of the partners of  
 11 Litton, either limited or general, is incorporated in, has a principal place of business in or is  
 12 domiciled in the State of Nevada, but each is a citizen of a state other than the State of Nevada.  
 13 For purposes of diversity of citizenship under 28 U.S.C. § 1332, Litton is a citizen of a state other  
 14 than the State of Nevada.

15 13. Wilmington Trust Company, as successor trustee for the C-BASS Mortgage Loan  
 16 Asset-Backed Certificates Series 2005-CB4 (“Wilmington Trust, as Successor Trustee”)<sup>4</sup> is a  
 17 corporation organized under the laws of the State of Delaware with its principal place of business  
 18 in the State of Delaware. For purposes of diversity of citizenship under 28 U.S.C. § 1332,  
 19 Wilmington Trust, as Successor Trustee is a citizen of a state other than the State of Nevada. *See*  
 20 28 U.S.C. § 1332(c)(1).

21 14. JPMorgan Chase Bank, National Association, as former trustee for the C-BASS  
 22 Mortgage Loan Asset-Backed Certificates Series 2005-CB4 (“JPMorgan, as Former Trustee”) is a  
 23 national banking association. National banking associations are deemed “citizens of the States in  
 24 which they are respectively located.” *See* 28 U.S.C. § 1348. The United States Supreme Court  
 25 has held that this language means that a national banking association is a citizen of the State in

26 <sup>3</sup> To date Litton has not been served with a copy of the Summons and Complaint in this  
 27 matter. Accordingly, Litton reserves all rights to object to the sufficiency of service of process in  
 28 this matter.

<sup>4</sup> Upon information and belief, to date Wilmington Trust, as Successor Trustee has not been  
 served with a copy of the Summons and Complaint in this matter.

1 which its main office, as set forth in its articles of association, is located. *Wachovia Bank, N.A. v.*  
2 *Schmidt*, 546 U.S. 303, 307 (2006). JPMorgan, as Former Trustee's main office is located in the  
3 State of Ohio. Thus, for purposes of diversity of citizenship under 28 U.S.C. § 1332, JPMorgan,  
4 as Former Trustee is a citizen of a state other than the State of Nevada.

5 15. Defendant C-BASS Mortgage Loan Asset-Backed Certificates Series 2005-CB4  
6 (the "Securitization Trust") is a securitization trust that holds, among other things, title to Freeto's  
7 mortgage loan, which is the subject of this lawsuit. *See* Complaint ¶ 21. For purposes of  
8 diversity of citizenship under 28 U.S.C. § 1332, "[a] trust has the citizenship of its trustee or  
9 trustees." *Johnson v. Columbia Props. Anchorage, LP*, 437 F.3d 894, 899 (9th Cir. 2006)  
10 (finding diversity jurisdiction where plaintiff was citizen of Alaska and defendant trust's trustee  
11 was "a bank incorporated in Delaware with its principal place of business in Minnesota"); *see*  
12 *also Navarro Sav. Ass'n v. Lee*, 446 U.S. 458, 464 (1980). The Complaint alleges that the  
13 Securitization Trust's current trustee is Wilmington Trust, as Successor Trustee, and that the  
14 Securitization Trust's former trustees include BNY Mellon, as Former Trustee and JPMorgan as  
15 Former Trustee. *See* Complaint ¶ 21. As noted above: (a) Wilmington Trust, as Successor  
16 Trustee is a corporation organized under the laws of the State of Delaware with its principal place  
17 of business in the State of Delaware; (b) BNY Mellon, as Former Trustee is a corporation  
18 organized under the laws of the State of Delaware with its principal place of business in the State  
19 of New York; and (c) JPMorgan, as Former Trustee is a national association with its main office  
20 located in the State of Ohio. Thus, for purposes of diversity of citizenship under 28 U.S.C.  
21 § 1332, the Securitization Trust is a citizen of a state other than the State of Nevada because its  
22 current and former trustees are citizens of states other than the State of Nevada. *See Johnson*, 437  
23 F.3d at 899.

24 16. The citizenship of Stewart Title of Northern Nevada ("Stewart Title") is irrelevant  
25 for determining diversity jurisdiction because that entity has been fraudulently joined. As noted  
26 above, in determining whether complete diversity exists, the Court only considers the citizenship  
27 of "properly joined" parties. *See* 28 U.S.C. § 1441(b) (emphasis added). Thus, a non-diverse  
28

1 party that is fraudulently joined will not defeat removal on grounds of diversity jurisdiction. *E.g.*  
 2 *Silon v. Am. Home Assurance Co.*, No. 2:08-cv-1798-RCJ-LRL, 2009 WL 1090700, at \*4 (D.  
 3 Nev. April 21, 2009) (finding fraudulent joinder where complaint failed to state claim against  
 4 non-diverse defendant); *see also Ritchey v. Upjohn Drug Co.*, 139 F.3d 1313, 1318-19 (9th Cir.  
 5 1998) (same). A defendant is fraudulently joined where, as in this case, the Complaint “fails to  
 6 state a cause of action against a resident defendant, and the failure is obvious according to the  
 7 settled rules of the state.” *See Ritchey*, 139 F.3d at 1318; *see also McCabe v. Gen. Foods Corp.*,  
 8 811 F.2d 1336, 1339 (9th Cir. 1987); *White v. Miss. Valley Title Ins.*, No. 3:06cv512-DPJ-JCS,  
 9 2007 WL 3020184, at \*2 (S.D. Miss. 2007) (noting with approval that defendant properly  
 10 “removed the matter to [federal] Court, claiming [the] non-diverse [title company was]  
 11 improperly joined in the matter and, therefore, federal diversity jurisdiction was proper under 28  
 12 U.S.C. § 1332”).

13 17. The Court may conclude that Stewart Title has been fraudulently jointed for two  
 14 reasons:

15 (a) First, the Complaint is completely silent as to any alleged wrongdoing on  
 16 the part of Stewart Title, except for the unsupported allegation that Stewart Tile “participated in  
 17 the procurement, drafting, or presentment of the documents and transactions creating the causes  
 18 of action alleged herein.” Complaint ¶ 17. This allegation alone is insufficient to satisfy the  
 19 pleading standard under Rule 8(a) and 9(b), as recently clarified by the United States Supreme  
 20 Court in *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007) and *Ashcroft v. Iqbal*, 129 S. Ct.  
 21 1937, 1953 (May 18, 2009). Moreover, plaintiff cannot state a claim against Stewart Title – as he  
 22 attempts to do here – by asserting allegations that merely lump together the defendants without  
 23 distinguishing between their alleged conduct. *E.g., Gauvin v. Trombatore*, 682 F. Supp. 1067,  
 24 1071 (N.D. Cal. 1988) (lumping together multiple defendants in one broad allegation fails to  
 25 satisfy notice requirement of Fed. R. Civ. P. 8(a)(2)); *In re Sagent Tech., Inc.*, 278 F. Supp. 2d  
 26 1079, 1094 (N.D. Cal. 2003) (holding that complaint which lumped together thirteen different  
 27 defendants “fails to give ‘fair notice’ of the” plaintiffs’ claim under Rule 8(a)); *see also Swartz v.*  
 28

1 *KPMG LLP*, 476 F.3d 756, 764-65 (9th Cir. 2007) (dismissing fraud claim where Complaint fails  
 2 to differentiate between various defendants). Just because Stewart Title may have acted as the  
 3 closing agent on Freeto's loan, *see* Complaint ¶ 17, does not mean it can be held liable for the  
 4 alleged wrongdoing of the loan originator and others. The Complaint's vague and unsupported  
 5 allegations to against Stewart Title fail to state a cognizable claim for relief against Stewart Title.  
 6 Accordingly, the Court may conclude that Stewart Title has been fraudulently joined for the  
 7 purpose of defeating diversity, and, should not consider Stewart Title's citizenship when  
 8 determining whether there is diversity in this matter. *See, e.g., Ritchey*, 139 F.3d at 1318-19;  
 9 *McCabe*, 811 F.2d at 1339; *Silon*, 2009 WL 1090700, at \*4; *White*, 2007 WL 3020184, at \*2.<sup>5</sup>

10 (b) Second, to the extent Stewart Title acted as the lender's agent in preparing  
 11 closing documents and conducting the closing on Freeto's loan, *see* Complaint ¶ 17, the Court  
 12 may find that Stewart Title has been fraudulently joined. It is well-settled that an agent cannot be  
 13 held individually liable as a defendant unless the agent acts for its own personal advantage, and  
 14 that a court may find fraudulent joinder where the plaintiff sues a non-diverse agent based upon  
 15 the alleged wrongdoing of the principal. *See, e.g., Mercado v. Allstate Ins. Co.*, 340 F.3d 824,  
 16 826 (9th Cir. 2003) (finding fraudulent joinder where non-diverse agent was sued for actions that  
 17 were allegedly undertaken in the context of the agency relationship with the diverse principal).  
 18 Thus, to the extent that Stewart Title was acting as the agent of the lender in "drafting" closing  
 19 documents and conducting the closing on Freeto's loan, Complaint ¶ 17, Stewart Title has been  
 20 fraudulently joined and it should be disregarded with determining the existence of diversity  
 21 jurisdiction. *See Mercado*, 340 F.3d at 826.

22 18. Plaintiff's identification of "Does 1-25 Corporations," and "Roes 1-25

23 <sup>5</sup> At paragraph 45 of the Complaint, plaintiff makes passing reference to a putative  
 24 defendant named "Karen Bittleston." Bittleston is not identified in the caption of the Complaint,  
 25 and plaintiff did not request a summons to be issued to her. Bittleston is, therefore, not a party to  
 26 the lawsuit, and her citizenship is irrelevant to the Court's determination of diversity of  
 27 citizenship. Moreover, plaintiff does not make a single substantive allegation regarding  
 28 Bittleston's alleged involvement with the case or her alleged wrongdoing for that matter. Thus, to  
 the extent she is considered a party to this lawsuit, Bittleston is, likewise, fraudulently joined for  
 removal purposes. *See, e.g., Mercado v. Allstate Ins. Co.*, 340 F.3d 824, 826 (9th Cir. 2003);  
*McCabe*, 811 F.2d at 1339; *Ritchey*, 139 F.3d at 1318-1319; *Silon*, 2009 WL 1090700, at \*4;  
*White*, 2007 WL 3020184, at \*2.

Individuals” in the caption of the Complaint is also irrelevant to the Court’s determination of whether there is complete diversity of citizenship between the parties. *See, e.g., McCabe*, 811 F.2d at 1339 (holding that “[i]t was proper for the district court to disregard” unidentified “Doe” defendants for purposes of determining diversity jurisdiction).

19. There is complete diversity of citizenship for purposes of federal jurisdiction under 28 U.S.C. § 1332(a) because plaintiff is a citizen of Nevada and each defendant that has been properly joined is a citizen of a state other than Nevada.

**The Amount In Controversy Exceeds \$75,000, Exclusive Of Interest And Costs**

20. The Complaint alleges, among other things, that Freeto executed a Note and Deed of Trust in favor of his lender, Lime Financial on or about April 15, 2005 in the principal amount of \$126,400.00. Complaint ¶ 24; *see also* Deed of Trust, dated April 15, 2005 with affixed legend from Washoe County Recorder’s Office (attached as Exhibit C). The Complaint purports to assert thirteen separate causes of action based upon, among other things, Freeto’s contention that the identification of MERS as a beneficiary on a Deed of Trust invalidates the security interest and extinguishes the loan. *See, e.g.,* Complaint ¶ 57.

21. For relief, Freeto requests: (a) an injunction against “enforcing the mortgage contract;” (b) an injunction against “pursuing any sort of foreclosure;” (c) cancellation of the promissory note; (d) an order of quiet title to the property; (e) “compensatory damages” including “reimbursement for the interest payments” that Freeto has made; (f) “emotional damages[] in excess of \$10,000.00;” (g) “punitive damages in excess of \$10,000.00;” (h) treble damages under Nev. Rev. Stat. § 207.470 and Nev. Rev. Stat. § 589D.100 *et seq.*; (i) costs; and (j) attorneys fees. *See* Complaint Prayer for Relief (Exhibit A).

22. Regardless of the amount of monetary damages Freeto may claim as damages, the amount in controversy requirement is satisfied by Freeto’s request that his loan be cancelled and that further foreclosure activity on his property be enjoined.

23. It is well-settled that “the value of the matter in controversy is measured not by the monetary judgment which the plaintiff may recover but by the judgment’s pecuniary

consequences to those involved in the litigation.” *Richard C. Young & Co., LTD. v. Leventhal*, D.D.S., M.S., 389 F.3d 1, 3 (1st Cir. 2004); *see Hunt v. Wash. State Apple Adver. Comm’n*, 432 U.S. 333, 347 (1977) (stating that “[i]n actions seeking declaratory or injunctive relief, it is well established that the amount in controversy [for purposes of diversity jurisdiction] is measured by the value of the object of the litigation”); *Henderson v. Nationstar Mortgage Co., LLC*, No. C07-2039JLR, 2008 WL 302374, at \*1 (W.D. Wash., Jan. 31, 2008) (holding “object of this litigation is a loan between Plaintiff and Defendant, secured by a mortgage and a deed of trust, with a sum owed of \$349,221.80”). In this case, the object of plaintiff’s suit is, among other things, to obtain: (a) an “injunction enjoining defendants from enforcing the mortgage contract;” (b) an order “canceling the subject promissory note;” (c) restitution of “interest payments which Plaintiffs [sic] have made;” and (d) an “injunction enjoining defendants from ... pursuing any sort of foreclosure.” Complaint, Prayer for Relief (Exhibit A). By seeking to cancel his Deed of Trust and obtain repayment of any interest payments, Freeto effectively seeks to rescind his mortgage loan. Yet, in addition, Freeto seeks to have the Court cancel any obligation to repay under the terms of his Note. As noted above, the original principal balance of Freeto’s 2005 loan is approximately \$126,400.00. *See* Complaint ¶ 24 and Deed of Trust (Exhibits A and C respectively). Thus, the “pecuniary consequences” of the cancellation of Note and Deed of Trust exceeds \$75,000. *See Richard C. Young & Co., LTD.*, 389 F.3d at 3; *see also Rosen v. Chrysler Corp.*, 205 F.3d 918, 921 (6th Cir. 2000) (stating that “in cases where a plaintiff seeks to rescind a contract, the contract’s entire value, without offset, is the amount in controversy”);.

24. Further, where, as in this case, injunctive relief is sought to prevent foreclosure, the amount in controversy is the outstanding balance due and owing on the loan. *See Henderson*, 2008 WL 302374, at \*1 (citing *Garfinkle v. Wells Fargo Bank*, 483 F.2d 1074, 1076 (9th Cir. 1973)). The total amount due and owing on Freeto’s loan is in excess of \$130,000.00.

25. Thus, the jurisdictional amount in controversy requirement is satisfied because Freeto seeks an amount in excess of \$75,000 exclusive of costs and interest.

26. Because there is complete diversity of citizenship and the amount in controversy

1 exceeds \$75,000 exclusive of costs and interests, the Court has jurisdiction over plaintiff's claims  
2 pursuant to 28 U.S.C. § 1332.

3 **PROCEDURAL COMPLIANCE**

4 27. In accordance with the requirements of 28 U.S.C. § 1446(b), this Notice of  
5 Removal is filed within thirty (30) days after the receipt by BNY Mellon, as Former Trustee of a  
6 copy of the Summons and the initial pleading setting forth the claims for relief upon which this  
7 removal is based.

8 28. Pursuant to 28 U.S.C. §§ 1441, *et seq.*, the right exists to remove this case from the  
9 State Court to the United States District Court for the District of Nevada.

10 29. The United States District Court for the District of Nevada embraces the county in  
11 which the State Court Action is now pending, and thus, this Court is a proper venue for this action  
12 pursuant to 28 U.S.C. § 108.

13 30. No previous application has been made for the relief requested herein.

14 31. Pursuant to the provisions of 28 U.S.C. § 1446(a), attached hereto is a copy of:  
15 (1) the Complaint filed in the State Court (attached as Exhibit A); and (2) the Summons served on  
16 BNY Mellon, as Former Trustee (attached as Exhibit B).

17 32. Written notice of the filing of this Notice of Removal will be served upon counsel  
18 for plaintiff through his attorney of record, Rick Lawton, Esq., as required by law.

19 33. A true and correct copy of this Notice of Removal will be filed with the clerk of  
20 the State Court, as required by law, and served upon counsel for plaintiff.

21 34. In filing this Notice of Removal, BNY Mellon, as Former Trustee does not waive,  
22 and specifically reserves, all defenses, exceptions, rights and motions. No statement herein or  
23 omission herefrom shall be deemed to constitute an admission by Wilmington Trust, as Trustee of  
24 any of the allegations of or damages sought in the Complaint.

25 35. As further set forth in the consents to removal attached as Exhibits D through H  
26 respectively, BNY Mellon as Former Trustee removes this action with the consent of defendants  
27 MERS CORP, MERS, Quality Loan, Lime Financial, JPMorgan, as Former Trustee, and Litton  
28

1           36. As noted above, Stewart Title has been fraudulently joined, and, accordingly, its  
2 consent is not required to effectuate removal of this action. See, e.g., Emrich v. Touche Ross &  
3 Co., 846 F.2d 1190, 1193, n.1 (9th Cir. 1988).

4           37. Further, as of December 23, 2009, no return of service for Wilmington Trust or  
5 Stewart Title has been filed with the State Court. Where the state court docket does not reflect  
6 that a co-defendant was served, removal is proper even without its consent. Hopper v. Kmart  
7 Corp., No. 06-1241-KI, 2006 WL 3043112, at \*1 (D. Or. Oct. 24, 2006) (defendant “could not  
8 have known from the state court docket that [co-defendant] had been served at the time it filed its  
9 removal petition, [thus] the ‘non-served defendant’ exception applies”).

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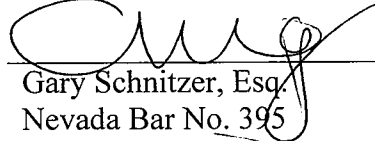
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1 WHEREFORE, defendant BNY Mellon, as Former Trustee, with the consent of  
2 MERSCORP, MERS, Quality Loan, Lime Financial, JPMorgan, as Former Trustee, and Litton,  
3 hereby removes this case from the State Court to this Court.  
4

5 Respectfully submitted,

6 

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**Attorneys for Bank of New York Mellon as  
former trustee for the C-BASS Mortgage  
Loan Asset-Backed Certificates Series  
2005-CB4**

**CERTIFICATE OF SERVICE**

Pursuant to Local Rule 5-1, I hereby certify that on December 23, 2009, I electronically transmitted the above **Notice of Removal** to the Office of the Clerk of the United States District Court for the District of Nevada using the Court's CM/ECF System for filing and transmittal of a Notice of Electronic Filing to all counsel of record in this matter; all counsel being registered to receive Electronic Filing.



An Employee of Kravitz, Schnitzer, Sloane  
& Johnson, Chtd.